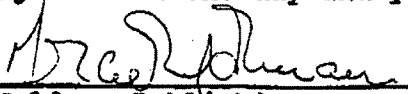


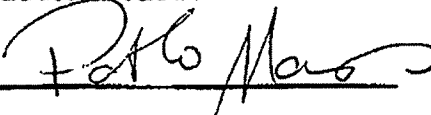
This will acknowledge that I PABLO MARCOS
have irrevocably assigned, transferred, sold, granted and conveyed
to Waldman Publishing Corp. ("Waldman"), a corporation duly
organized under the laws of the State of New York, and Waldman's,
predecessors, successors and assigns, for and in consideration of
the sum of one dollar (\$1.00) and other good and valuable
consideration all of my rights, title and interest in and to the
textual material / illustrations / cover art
contained in the book(s) listed on Schedule A annexed hereto (the
"Books") and all rights relating thereto, including, without
limitation, copyrights and renewals and/or extensions thereof and
that to the extent that I had not previously assigned or
transferred all such rights to Waldman, I hereby do sell, grant,
convey, assign and transfer to Waldman all such rights for the sum
of one dollar (\$1.00) and other good and valuable consideration.

I hereby represent that I was the creator and originator of the
literary material / illustrations / cover art
contained in the Book(s), that I had good right, title and interest
in the Book(s) to sell and transfer the same to Waldman and that
publication of my contribution of the Book(s) will not infringe
upon the rights of others.

IN WITNESS WHEREOF, the undersigned has executed this
assignment on the day and year last written below.

By: 
Waldman Publishing Corp.

Date: April 21, 1994

By: 

Date: APRIL 21 1994

SCHEDULE A

4501	WIZARD OF OZ (224-8) (5900-8)
4502	SHERLOCK HOLMES AND THE CASE OF THE HOUND OF THE BASKERVILLES
4507	20,000 LEAGUES UNDER THE SEA (C224-28)
4509	THREE MUSKETEERS (B224-15)
4511	LITTLE WOMEN (224-4) (5900-4)
4512	AROUND THE WORLD IN 80 DAYS (224-1) (5900-1)
4513	MERRY ADVENTURES OF ROBINHOOD (B224-13)
4514	ADVENTURES OF TOM SAWYER (224-6) (5900-6)
4515	CALL OF THE WILD (224-3) (5900-3)
4518	DAVID COPPERFIELD (C224-3) (5900-3)
4519	COUNT OF MONTE CRISTO (D224-28)
4524	TALES OF MYSTERY AND TERROR (E224-33)
D224-30	FRANKENSTEIN
D224-31	KING ARTHUR AND THE KNIGHTS OF THE ROUND TABLE
E224-35	IVANHOE
E224-36	HUNCHBACK OF NOTRE DAME
E224-37	THE JUNGLE BOOK



WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: BLACK AND WHITE ILLUSTRATIONS

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

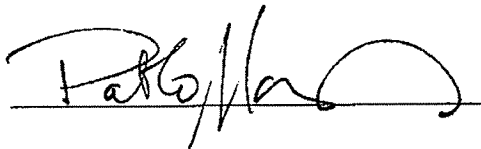
I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:



Date:

03/09/04

Printed

Name: PABLO MARCOS

Exhibit A

Description of project

JANE EYRE

THE HOUSE OF THE SEVEN GABLES

A LITTLE PRINCESS

17924
6/22/04
\$2925⁰⁰

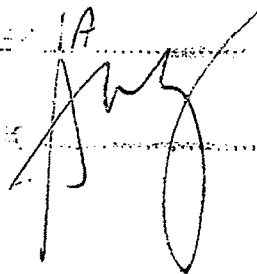
6/22/04
315 — 9
06
6150

PABLO MARCOS
2018 NUGGET DRIVE
CLEARWATER, FL 33755
TELF. (727) 442-6025

BILL TO

WALDMAN PUBLISHING CORP.
570 SEVENTH AVENUE, SUITE 800
NEW YORK, NY 10018

I224-63

REV 1A


BOOK/TITLE: GREAT ILLUSTRATED CLASSICS

TITLE OF STORY: THE HOUSE OF THE SEVEN GABLES

TYPE OF WORK: INK ART

NO. OF PAGES: 78

PRICE PER PAGE: 37.50

TOTAL PAYMENT: 2925.00

INVOICE # 1006

DATE: 06/16/04


PABLO MARCOS

6/3/04
308 — 7
05
6150

PABLO MARCOS
2018 NUGGET DRIVE
CLEARWATER, FL 33755
TELF. (727) 442-6025

BILL TO

WALDMAN PUBLISHING CORP.
570 SEVENTH AVENUE, SUITE 800
NEW YORK, NY 10018

FD-24-63
KEY 1A
MAY

BOOK/TITLE: GREAT ILLUSTRATED CLASSICS

TITLE OF STORY: THE HOUSE OF THE SEVEN GABLES

TYPE OF WORK: PENCIL ART

NO. OF PAGES: 78

PRICE PER PAGE: 37.50

TOTAL PAYMENT: 2925.00

INVOICE # 1005

DATE: 05/28/04


PABLO MARCOS

17854

6/3/04
\$2925.00

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: FROG ROCK BAND FUN PAD COVER

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

George Waldman

Date:

May 19, 2004

Printed

Name: GEORGE WOZMAN

Exhibit A

Description of project:

FULL COLOR ART FOR COVER OF T6800-159 FUN PAD

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: FROG ROCK BAND FUN PAD COVER

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

George Waldman

Date:

April 19, 2004

Printed
Name: GEORGE GOZMAN

Exhibit A

Description of project:

FULL COLOR ART FOR COVER OF T6800-159 FUN PAD

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between Bill Wylie ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

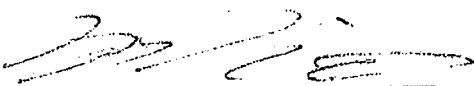
Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

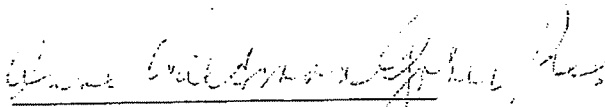
This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

[Consultant]


Printed Name: Bill Wylie
Date Signed: 3/22/07

WALDMAN PUBLISHING CORPORATION


By: Anne Waldman Gober
Title: President
Date Signed: 3/24/07

Bill Wylie. Waldman Publishing Work-for-Hire Agreement Exhibit A. March 20, 2007

Exhibit A

Artwork as described below:

C93-12 Outer Space (interior line drawings)
B6800-150 Original Fun Pad (actors) (cover art)

Author/Editor/Artist/Designer initial and date: BW 3/22/07

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: CHRISTMAS FUN PAID

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for my personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman in date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

George Waldman

Date: November 19, 2003

Printed
Name:

GEORGE WALDMAN 11/20/03

Work-for-hire, Christmas Fun Pad

Subj: **Work-for-hire, Christmas Fun Pad**
Date: 3/5/04 10:48:28 AM Eastern Standard Time
From: maureeng@waldmanpub.com
To: Virgluc@aol.com
Sent from the Internet (Details)

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: CHRISTMAS FUN PAD

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREEDBy: Date: March 5, 2004

Printed

Name: VIRGINIA L. BUIK**Exhibit A**

CHRISTMAS FUN PAD cover

Friday, March 05, 2004 America Online: VIRGLUC

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: CHRISTMAS FUN PAD

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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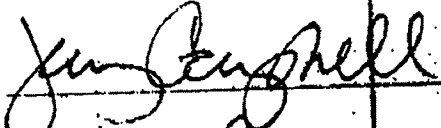
If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment

supersedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

Date: November 19, 2003

Printed

Name:

Jenny Campbell**Exhibit A****CHRISTMAS FUN PAD cover**